Service Description: Gold Technical Support for Optiplex, Precision, Latitude, Inspiron, Dimension and select Dell Printers

Support Overview

Dell is pleased to offer Gold Technical Support (“Gold Support” or “Support”) for select hardware and software systems in accordance with this document (the “Gold Support Description”). Gold Technical Support provides a higher level rapid response and resolution with advanced technical assistance and account management to help give the Customer a single point of contact for personal and retail point of sale system support. A third party service provider, under subcontract with Dell, may provide some or all of the Gold Support.

Supported Products: Gold Support is available on hardware, operating systems and configuration of applications that are factory-installed by Dell (excluding those installed by Custom Factory Integration) on Optiplex™, Precision™, Latitude™, Inspiron™, and Dimension™ systems, as well as select Dell printers. The Gold Supported Product covered under this Gold Support Description is specified on Customer’s Dell invoice. A separate Gold Support contract must be purchased by Customer for each Supported Product. Each Supported Product will be tagged with a service tag. In addition, certain non-Dell branded third party hardware included with Dell Retail Point-of-Sale Solutions may be covered under Collaborative Support (as defined below) if so indicated on Customer’s Dell invoice.

Please note that Dell reserves the right to change or modify any of the terms and conditions set forth in this Gold Support Description at any time.

Gold Technical Support Features

24 x 7 Support by Advanced Level Technician:

Telephone: Gold Support includes 7 x 24 dedicated phone-based technical support assistance for Customer’s Supported Product. For problem diagnosis, Customer should call the dedicated toll-free number found on Customer’s Gold Technical Support Welcome Letter to connect directly into Dell’s Gold Queue or Retail POS Gold Queue, designed to provide two minutes or less average speed of answer, provided Customer calls the correct, toll-free Gold Technical Support number. Hold times may be affected by multiple variables including, but not limited to: time of day, product release cycle, product recall occurrences, and total number of Gold Technical Support customers.

Chat and E-mail: Gold Support also includes 7 x 24 rapid support via online chat at www.dell.com/goldchat. Gold Chat features the same support agents who staff the Gold Support telephone queue. In addition to Chat service, E-mail support can also be initiated from the Chat page.

Technical Account Manager (“TAM”): Gold Support includes TAM services which are offered through defined teams of specialists who assist Gold Technical Support Customers. The size and coverage of these teams are closely monitored to help Customers work with specialists who know the Customer’s environment. The TAM team is engaged on an as-needed basis and will serve as the final point of resolution for technical problems with Customer’s Supported Product.
Collaborative Support for Third Party Products: If a problem arises with certain key third party applications that are commonly utilized in conjunction with Customer’s Supported Product (such as Microsoft applications and operating systems) or select non-Dell branded third party hardware included in Dell Retail Point of Sale (POS) solutions, then Dell will provide a single point of contact, as set forth herein, until problems are isolated and escalated to the third party product vendor (“Collaborative Support”). Specifically, Dell will contact the third party vendor and create a problem incident on behalf of Customer, providing the necessary problem documentation. Once a vendor is engaged, Dell will monitor the problem resolution process and obtain status and resolution plans from the vendor until the problem is resolved by providing a resolution or steps towards a resolution, workaround, configuration changes, or escalation of a bug report. Upon the Customer’s request, a TAM will initiate management escalation procedures within Dell and the vendor organization.

To be eligible for Collaborative Support, Customer must have the appropriate support agreements and entitlement with the respective third party vendor. Once isolated and reported, the third party vendor provides technical problem support and resolution for Customer’s problem. DELL WILL NOT BE RESPONSIBLE FOR A VENDOR’S INABILITY TO SOLVE A PARTICULAR CUSTOMER PROBLEM OR SPEED OF RESPONSE.

Quarterly Performance Reporting: Up to once per quarter upon request, Gold Support can provide the Customer with a Quarterly Service Performance Report designed to provide the details needed to track Customer’s Gold support issues.

DellConnect Troubleshooting Capability: Customers may choose online technical support in which Dell technicians connect directly to the user’s system over a secure Internet connection to expedite and enhance the troubleshooting process. Dell technicians will not remotely access the Customer’s Supported Product without Customer’s consent.

Not Included in Gold Support (“Out of Scope”):
- Support for hardware or software that is factory installed by Custom Factory Integration (CFI);
- On-site troubleshooting support service;
- Installation, de-installation, or relocation services;
- Spyware and/or virus removal;
- Data back up on CDRW or other media;
- Software application set-up, “how-to” help and user training;
- Advanced Wireless set-up and configuration;
- Advanced networking such as server services or remote installation;
- Direct third party product support;
- Peripherals attached to the system unless (i) they have Gold Support contracts as well (i.e., the printer attached to a Gold Support entitled system is NOT covered unless the printer has a separate Gold Support contract of its own) or (ii) purchased as part of a retail point of sale bundle with a separate SKU;
- Support for non-system accessories and supply items, including but not limited to, batteries and covers; or
- Support for equipment damaged by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by Customer, removal or alteration of equipment or parts identification labels, or failure caused by a product for which Dell is not responsible.

Customer’s Responsibilities:
- Software/Data Backup. It is solely the Customer’s responsibility to complete a backup of all existing data, software, and programs on Supported Product(s) before receiving Gold Support (including telephone support). DELL WILL HAVE NO
LIABILITY FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SUPPORTED PRODUCT(S) OR NETWORKS.

- **Remove Confidential Data.** Before returning any Supported products to Dell, Customer should remove any confidential, proprietary, or personal information and removable media such as floppy disks, CDs, or PC cards. **Dell is not responsible for Customer's confidential, proprietary, or personal information; lost or corrupted data; or damaged or lost removable media.**

- **Cooperate with Technician.** Cooperate with and follow the instructions provided by Dell.

- **Supported Releases.** Customer must maintain software and Supported Product at Dell-specified minimum release levels or configuration specified on the original product invoice. Customer must also install remedial replacement parts, patches, software updates or subsequent releases as directed by Dell in order to keep Supported Product eligible for Gold Support.

- **Third Party Warranties.** This Support may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers’ warranties may become void if Dell or anyone else other than the manufacturer works on the hardware or software. It is the Customer’s responsibility to ensure that Dell’s performance of Gold Support does not affect Customer’s hardware or software warranties or, if it does, that the effect will be acceptable to Customer.

- **Compliance with Terms and Conditions.** In order to receive the Gold Support, Customer must comply with all terms and conditions set forth in this Gold Support Description.

**Support Procedures**

1. **Prepare for Contacting Gold Support.** Before Customer contacts Dell, please have the following information available:
   - Service Tag number and/or case number;
   - Supported Product's invoice and serial numbers;
   - Model and model numbers of the system;
   - Current version of the operating system Customer is using;
   - Brand names and models of any peripheral devices (such as a modem) Customer is using; and
   - Description of problem and any troubleshooting steps already taken.

2. **To Contact Gold Support For Assistance.** Customer should call the dedicated toll-free number found on Customer’s Gold Technical Support Welcome Letter or go to www.dell.com/goldchat. Customer must have ready access to the Supported Product.

At Dell’s discretion, the Gold Queue technicians may allow advanced level Customers to bypass basic troubleshooting steps that have already been performed by the Customer.

**Important Additional Information**

**Term and Renewal.** This Gold Support begins on the date stated in Customer’s Dell invoice and expires three (3) years thereafter, unless a different time period is set forth on the invoice. Prior to the expiration of the service term, Customer may extend the term based on available options then in effect in accordance with Dell’s then-current procedures. After point of sale, Customer may purchase this Support in accordance with Dell’s terms and conditions (by contacting Customer’s Dell sales representative).

**Cancellation.** Customer may terminate this Support within thirty (30) days of Customer’s receipt of the Gold Supported Product by providing Dell with written notice of cancellation. If Customer cancels this Support within thirty (30) days of receipt of the Gold Supported Product, we will send Customer a full refund less the costs of support claims, if any, made under this Gold Support Description. However, if more than thirty (30) days have transpired since Customer’s receipt of the Gold Supported Product, Customer may not cancel this Support except as provided by an applicable state law which may not be varied by agreement.
Dell may cancel this Support at any time during the Support term for any of the following reasons:
Customer fails to pay the total price for Gold Support in accordance with the invoice terms;
Customer makes a misrepresentation to Dell or its agents; Customer refuses to cooperate with or
threatens in any manner the assisting technician; Customer’s repeated misuse of Gold Support for
Out of Scope issues (as defined above); or Customer otherwise breaches or fails to abide by all of
the terms and conditions set forth in this Gold Support Description. If Dell cancels this Support,
we will send Customer written notice of cancellation at the address indicated in our records. The
notice will include the reason for cancellation and the effective date of cancellation, which will be
not less than ten (10) days from the date we send notice of cancellation to Customer, unless state
law requires other cancellation provisions that may not by varied by agreement. IF DELL
CANCELS THIS SUPPORT PURSUANT TO THIS PARAGRAPH, CUSTOMER SHALL NOT BE
ENTITLED TO ANY REFUND OF FEES PAID OR DUE TO DELL.

Dell may, at its discretion, terminate this Gold Support Description on thirty (30) days notice to
Customer, in which case Customer will be entitled to receive a pro-rated refund of any unearned
fees that Customer has paid. Any refund will be determined by Dell based on the passage of time
and/or the number of support incidents at Dell’s discretion.

Transfer of Gold Support Description. Subject to the limitations set forth in this Gold Support
Description, Customer may transfer this Support to a third party who buys Customer’s entire
Supported Product before the expiration of the then-current support term, provided Customer is
the original purchaser of the Supported Product and this Gold Support Description, or Customer
purchased the Supported Product and this Gold Support Description from its original owner (or a
previous transferee) and complied with all the transfer procedures set forth in this Gold Support
Description and online at http://support.dell.com/support/topics/global.aspx/support/change_order/en/tag_transfer. Transfer
fee may apply.

Please note that if Customer or Customer’s transferee moves the Gold Supported Product to a
geographic location in which the Gold Support coverage that Customer have purchased is not
available or is not available at the same price as Customer paid for this Support, Customer may
not have coverage or may incur an additional charge to maintain the same categories of Support
coverage at the new location. If Customer chooses not to pay such additional charge, Customer’s
Support may be automatically changed to categories of Support that are available at such price or
a lesser price in such new location with no refund available.

Except as described above, Customer may not assign, or otherwise transfer, this Support or
Customer’s rights under it, or delegate Customer’s obligations, without Dell’s prior written consent.
Any attempt to do so is void. Dell may assign this Gold Support Description to qualified third party
service providers.

Terms and Conditions. Dell is pleased to provide the Support in accordance with this Gold
Support Description and the terms and conditions of the Dell Customer Master Services
Agreement at http://www.dell.com/service_contracts/, or Customer’s applicable separate
signed agreement with Dell.